



# CITY COUNCIL

## AGENDA REQUEST

AGENDA OF:	07-06-10	AGENDA REQUEST NO:	III-D
INITIATED BY:	PATRICK WALSH, P.E. <i>Pmw</i> TRANSPORTATION DIRECTOR	RESPONSIBLE DEPARTMENT:	TRANSPORTATION
PRESENTED BY:	PATRICK WALSH, P.E. TRANSPORTATION DIRECTOR	DEPARTMENT HEAD:	PATRICK WALSH, P.E. <i>Pmw</i> TRANSPORTATION DIRECTOR
		ADDITIONAL DEPARTMENT HEAD (S):	N/A
SUBJECT / PROCEEDING:	CONTRACT WITH TRAFFIC ENGINEERS, INC. FOR COMPREHENSIVE MOBILITY PLANNING SERVICES		
EXHIBITS:	CONTRACT WITH TRAFFIC ENGINEERS, INC. FULL CONTRACT ATTACHMENTS AVAILABLE IN COUNCIL OFFICE		
CLEARANCES		APPROVAL	
LEGAL:	JOE MORRIS, CITY ATTORNEY <i>JCM for JDM</i>	EXECUTIVE DIRECTOR:	JIM CALLAWAY <i>Jim Callaway</i> COMMUNITY DEVELOPMENT
PURCHASING:	TODD REED, PURCHASING MANAGER <i>P</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>AB</i>
BUDGET			
EXPENDITURE REQUIRED: \$		200,000.00	
AMOUNT BUDGETED/REALLOCATION: \$		200,000.00	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
Staff recommends the City Council approve a contract with Traffic Engineers, Inc. for a maximum amount of \$200,000.00 to develop a comprehensive mobility plan.			

## EXECUTIVE SUMMARY

At the June 22, 2010 City Council workshop, the Transportation Director reviewed a proposed approach to the City's FY10 strategic policy project for a Comprehensive Mobility Plan. As discussed in the workshop, attached is a proposed contract with Traffic Engineers, Inc. (TEI) for professional mobility planning services to assist with the project.

Under this contract, TEI and TEI's consultant partners will assist in key tasks on the project:

- Development of the City's mobility goals, gaps & opportunities, and recommendations;
- Development of a funding plan;
- Development and execution of a public input plan for the project.

After a formal Request for Qualifications and interview process, the TEI team was selected by a City staff selection team as the best qualified for the project. The TEI team also includes the following firms and associated responsibilities:

- Traffic Engineers, Inc. – Lead project manager; traffic & pedestrian/bicycle planning
- BGK Services, LLC – Public involvement & transit planning
- Dr. Carol Lewis (TSU) – Public involvement & transit support
- Morris Architects – Urban & land use planning
- TransSystems – Rail planning

The Comprehensive Mobility Plan concept arose as a way to pursue the mobility vision identified in the 2003 Comprehensive Plan and the 2009 "Vision 2025" document. These vision statements describe multiple modes of travel, including commuter transit, transit circulators, commuter rail, relocation of freight rail, pedestrian and bicycle, and the automobile. The intent of the Comprehensive Mobility Plan is to take this mobility concept and create a specific implementation plan. The Plan will ensure the modes are coordinated with each other and identify funding sources.

Staff recommends the City Council approve the contract with Traffic Engineers, Inc. in the amount of \$200,000, which has been budgeted in fiscal year 2010. The project is expected to start in mid-July 2010 and be completed in nine (9) months. Unspent funds at year end will need to carry over into fiscal year 2011 to ensure completion of the contract.

## EXHIBITS

**CITY OF SUGAR LAND**  
**STANDARD CONTRACT FOR GENERAL SERVICES**  
Over \$50K - Form Revised 5/17/10

**I. General Information and Terms.**

Contractor's Name and Address: Traffic Engineers, Inc.  
8323 Southwest Freeway, Suite 200  
Houston, Texas 77074

Description of Services: Preparation of Sugar Land Comprehensive Mobility Plan

Maximum Contract Amount: \$200,000

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:


- I. General Information and Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND**

**CONTRACTOR:**

\_\_\_\_\_  
City Manager or Assistant City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 6/18/10\_\_\_\_\_

Reviewed for Legal Compliance:



### **III. Standard Contractual Provisions.**

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

#### **C. Termination Provisions.**

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be

amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

**IV. Additional Terms or Conditions. None.**

**V. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

A. Contractor's Additional Contract Documents:

1. Traffic Engineers, Inc. Scope of Services Dated ~~May 21~~ <sup>June 14</sup>, 2010 (8 pages) SKA  
2. RFQ No. 2010-20 Submittal (31 pages)

B. City's Additional Contract Documents:

1. Insurance for Designated Professional Services [PU111F2] (4 pages)  
2. RFQ No. 2010-20 (14 pages)

## **Draft Scope of Services Sugar Land Comprehensive Mobility Plan**

The Sugar Land Comprehensive Mobility Plan will be prepared by the Traffic Engineers, Inc. Team (Consultant Team), which includes BGK Services LLP, Morris Architects, TranSystems and Dr. Carol Lewis. Traffic Engineers, Inc. will be coordinating the activities of the other team members throughout the project. The Scope of Services and Schedule for the Sugar Land Comprehensive Mobility Plan proposed by Traffic Engineers, Inc. is provided on the following pages.

The Comprehensive Mobility Plan will expand the City's existing, broad "vision" for mobility in Sugar Land into a more specific and actionable set of improvements and funding mechanisms that will allow the City to develop a preferred multi-modal transportation system. The Plan will cover the current City limits and the City's extra-territorial jurisdiction. The plan is long-range in nature and will identify the City's preferred transportation system at the City's ultimate developed condition. The plan shall use the year 2035 as a timeframe horizon as necessary, or other year as directed by City staff.

### **Phase 1 – Assess Existing Conditions and Develop Mobility Goals**

#### **1.1 – Existing Conditions Assessment**

A kick-off meeting will be conducted with City Staff to introduce the Consultant Team and present an overview of the project.

Traffic Engineers, Inc. will obtain copies of studies, policies and information related to the following areas from the City of Sugar Land and other agencies (METRO, Fort Bend County Public Transportation and Engineering, TxDOT, H-GAC and Gulf Coast Freight District):

- Traffic and Transportation
- Transit (intracity and commuter park & ride)
- Rail (Freight and Commuter)
- Pedestrian/Bicycles
- Urban and Land Use Planning

The information will be reviewed and evaluated for use in the Mobility Study.

The Traffic Engineers, Inc. Team will coordinate further with H-GAC to identify opportunities to leverage H-GAC's regional transportation model for use in the Mobility Plan.

#### **1.2 – Reaffirm Mobility Vision and Develop Mobility Goals**

The Consultant Team will work with the City to reaffirm the vision for Superior Mobility that was adopted as part of the Vision 2025 Plan and to develop Mobility Goals in the following content areas:

- Traffic and Transportation
- Transit (intracity and commuter park & ride)
- Rail (Freight and Commuter)

Pedestrian/Bicycles  
Urban and Land Use Planning

The goals that are developed will reflect the work that has been conducted by the City to date, public and stakeholder input and the combined expertise of the Consultant Team.

Existing funding sources and programs that may be used to implement Mobility Plan initiatives will be identified; other funding sources may be identified in later phases as initiatives are defined. Additionally, preliminary performance metrics will be developed for each of the content areas.

**1.3 – Public Involvement Activities**

Public involvement in Phase 1 of the Mobility Study is centered around obtaining input from stakeholders including citizens, government officials and business leaders regarding the reaffirmation of the Vision for Superior Mobility and the development of Mobility Goals. The following public involvement activities will occur in Phase 1:

- 1.3.1 Mobility Advisory Committee** - The City of Sugar Land will appoint representatives to a Mobility Advisory Committee formed specifically for this project.

The purpose of the Mobility Advisory Committee is to provide the Consultant Team advice and input throughout the development of the Comprehensive Mobility Plan relative to the direction of the study. A Mobility Advisory Committee kick-off meeting will be conducted approximately one month after NTP is received. The Consultant Team will be responsible for developing the presentation and materials used in the Mobility Advisory Committee meeting; the Consultant Team will conduct the meeting in coordination with the City staff.

- 1.3.2 Stakeholder Interviews** - Stakeholder interviews will be conducted by the Consultant Team; however, it is recommended that the City of Sugar Land Project Manager will be present at the stakeholder interviews. Questions that will be asked of the stakeholders will be developed by the Consultant Team and approved by the City Project Manager. The City staff will coordinate with the Consultant Team and schedule stakeholder interviews. The following individuals and groups are expected to be included in the interviews:

- City Council Members and Mayor (proposed as seven individual interviews)
- Planning & Zoning Commission Members (proposed as two group interviews)
- Parks and Recreation Policy Advisory Board Members (proposed as two group interviews)
- City Manager
- Business Leaders – not on Mobility Advisory Committee (proposed as group interview)
- City of Sugar Land Staff, i.e., Transportation, PW, Engineering, Airport, Planning  
Economic Development Corporation (proposed as group interview)  
Commissioner Patterson  
Commissioner Meyers  
Commissioner Morrison

***TRAFFIC ENGINEERS, INC.***

Paulette Shelton – Fort Bend County Transportation  
State Legislators (proposed as individual interviews)

Interviews will be conducted as individual or small group meetings; the total number of stakeholder interviews will not exceed 25.

***On-line Community Survey*** – The Consultant Team will develop a project survey. The survey will include questions designed to determine public sentiment regarding various modes of transportation and various mobility improvements. The survey will be submitted to the City Project Manager for review and approval prior to launching it on the City website. The survey will be administered on-line. Survey responses will be forwarded to Traffic Engineers, Inc. server for tabulation and analyses.

***Communications Plan*** – The Consultant Team will work with City staff to develop a communication strategy that may include channels such as websites, social media or press releases to share information about the study, e.g., notifications of upcoming public meetings.

***Project Webpage/Website*** – The Consultant Team will establish a website for the Comprehensive Mobility Plan, either as a webpage on the City's website or as a separate website. The webpage/website will provide information on the status of the project, information on scheduled public meetings and the power point presentations and other information presented at public meetings. Additionally, the public survey developed for the project will be on the webpage/website.

***Public Meeting*** – A public meeting will be conducted in Phase 1. The purpose of the public meeting will be to inform and educate the public about the project, to reaffirm the adopted vision for Superior Mobility established during the Vision 2025 and to receive input on identified Mobility Goals developed by the Consultant Team in conjunction with the City Project Manager, Mobility Advisory Committee, stakeholder interviews and on-line survey. The Consultant Team will be responsible for developing the presentation and materials used for the public meeting. The Consultant Team will conduct the meeting with assistance from the City staff.

The City and Consultant Team will develop a plan for publicizing the public meeting. The City will execute the publicity plan for the meeting. The public meeting may be publicized at Home Owner Association Quarterly Meetings, e-mail blasts sent to residents, the City newsletter and website. Additionally, the City will ensure that a notice of the public meeting will be published in appropriate news outlets.

The input received from the public involvement activities in Phase 1 will be reflected in the refinement of the Statement of Mobility Goals.

**1.4 – Phase 1 Deliverables and Schedule**

The Phase 1 work products include:

- A Reaffirmed Mobility Vision
- A Statement of Mobility Goals



The estimated time for completion of Phase 1 is 12 weeks. Phase 1 will be substantially complete in 10 weeks; however, the Phase 1 Public Meeting will be conducted after Labor Day (week 11) and the Phase 1 deliverables will be submitted in week 12.

## **Phase 2 – Gap Analyses and Strategies and Initiatives Development**

### **2.1 – Gap Analyses**

The baseline existing conditions defined in Phase 1 will be compared with the Comprehensive Mobility Plan Goals also developed in Phase 1. The Consultant Team will identify gaps between the existing and desired conditions as reflected by the goals for each mode. The gap analyses will provide the framework for developing short and long range strategies and supporting initiatives designed to bridge the identified gaps.

### **2.2 – Development of Strategies and Initiatives**

Strategies and initiatives will be generated initially by the Consultant Team with input from stakeholders, community leaders and the residents of Sugar Land. The strategies and initiatives will be reviewed and aligned with each of the Comprehensive Mobility Goals. Some strategies and initiatives will be cross-cutting in their alignment with the goals; in such cases the overlap will be identified. Key focus topics will be identified and addressed for each of the following content areas:

- Transportation Planning
- Traffic Engineering
- Transit (intracity and commuter park & ride)
- Rail (freight and commuter)
- Pedestrian and Bicycle
- Urban and Land Use Planning
- Public Involvement
- Project Integration and Financial Strategy

### **2.3 – Preliminary Implementation and Financial Plan**

Preliminary cost estimates will be developed for each of the identified initiatives. The funding sources identified in Phase 1 will be evaluated as potential sources for funding each initiative. Special focus will be placed on initiatives that have cross-cutting benefits to align with current trends toward performance based funding (e.g., TIGER Grants).

### **2.4 – Public Involvement Activities**

Public Involvement activities in Phase 2 will be centered around receiving public and community leader input on the strategies and initiatives designed to address the gaps identified between existing conditions and the Mobility Goals developed in Phase 1.

**2.4.1 Mobility Advisory Committee Meetings** – Three Mobility Advisory Committee Meetings will be conducted during Phase 2. The purpose of the first meeting will be to present the reaffirmed Mobility Vision and Statement of Goals developed in Phase 1 and receive feedback from the Committee on the information presented. Feedback will also be sought on the questions developed for the public survey. The purpose of the second Mobility Advisory Committee Meeting will be to discuss the input received from the

public survey and status of the gap analyses and strategies and initiatives development. The strategies and initiatives developed for each of the Mobility Goals, as well as the preliminary cost estimates and funding sources for each of the identified initiatives will be presented at the third Mobility Advisory Committee meeting. The Consultant Team will be responsible for preparing the materials used at the Mobility Advisory Committee and will conduct the meetings in coordination with City staff.

**2.4.2 City Council Workshop** – Similar information will be presented at the City Council Workshop as was presented at the third Mobility Advisory Committee.

**2.4.3 Planning & Zoning Commission Workshop** – Similar information will be presented at the Planning & Zoning Commission Workshop as was presented at the third Mobility Advisory Committee.

**2.4.4 Public Meeting** – A second public meeting will be conducted upon completion of Phase 2. The materials presented at the Mobility Advisory Committee, City Council and Planning & Zoning Commission Workshops will serve as the basis for developing the presentation for the public meeting; however, the information likely will not be as detailed and it will reflect input received from the Mobility Advisory Committee, City Council and Planning & Zoning Commission Workshops. The Consultant Team will be responsible for developing the presentation and materials used for the public meeting and will conduct the meeting in coordination with City staff.

The City and Consultant Team will develop a plan for publicizing the public meeting. The City will execute the publicity plan for the meeting. The public meeting may be publicized at Home Owner Association Quarterly Meetings, e-mail blasts sent to residents, the City newsletter and website. Additionally, the City will ensure that a notice of the public meeting will be published in appropriate news outlets.

The input received from the public involvement activities in Phase 2 will be reflected in the refinement of the Statement of Gaps, Strategies and Initiatives and the cost estimates and funding sources for each of the initiatives.

## **2.5 – Phase 2 Deliverables and Schedule**

The Phase 2 work products include:

- Statement of Gaps, Strategies and Initiatives
- Initiative Cost Estimates
- Preliminary Financial Strategy

The estimated time for completion of Phase 2 is 19 weeks, with the majority of the work completed in 14 weeks. Due to the timing of the FBISD December/January Holiday, the Phase 2 Public Meeting will be conducted after FBISD classes resume in January and the Phase 2 deliverables will be submitted after the public meeting.

### **Phase 3 - Finalize Plan, Metrics and Management Approach**

#### **3.1 – Finalize and Prioritize Strategies and Initiatives**

Phase 3 will incorporate all of the feedback to finalize the strategies and initiatives aligned with the goals and develop a prioritization approach based on the size of the mobility improvement and the City's ability to implement the solution. Initiatives will include the strategy and goal addressed, critical stakeholders involved, and the resources required (e.g., cost and potential funding sources). Recommended performance metrics will be developed along with implementation strategies to help City staff prioritize and manage the portfolio of mobility initiatives. Recommendations may be phased or conditional based on the outcome of factors uncontrolled by the City, or may be in a prioritized order of preference.

#### **3.2 – Finalize Financial and Implementation Plan**

Based upon the City's goals, resources required, cost estimates and the potential funding sources, recommendations will be developed for an overall financial and implementation strategy.

#### **3.3 – Finalize Comprehensive Mobility Plan and VG-SIM Model**

The finalized Comprehensive Mobility Plan will include the Mobility Vision and Goals, Strategies, Initiatives and Metrics in a fully developed VG-SIM model. The VG-SIM Model will provide a structured framework for the City to link higher level goals to a prioritized portfolio of mobility initiatives and a well defined set of performance metrics to measure success against the Plan.

#### **3.4 - Public Involvement Activities**

Public involvement activities in Phase 3 will be centered around receiving public and community leader input on the Comprehensive Mobility Plan, including the VG-SIM Model, developed in Phase 3.

**3.4.1 Mobility Advisory Committee Meeting** – One Mobility Advisory Committee Meeting will be conducted during Phase 3. The purpose of the Mobility Advisory Committee Meeting will be to present the details of the Comprehensive Mobility Plan and VG-SIM Model including:

- Final strategies and initiatives prioritized for implementation
- Final performance metrics
- Refined cost estimates
- Refined financial strategy
- Implementation strategies

The Consultant Team will be responsible for preparing the materials used at the Mobility Advisory Committee and will conduct the meeting with assistance from City staff.

**3.4.2 City Council Workshop** – Similar information will be presented at the City Council Workshop as was presented at the Mobility Advisory Committee.

**3.4.3 Planning & Zoning Commission Workshop** – Similar information will be presented at the Planning & Zoning Commission Workshop as was presented at the Mobility Advisory Committee.

**3.4.4 Public Meeting** – A third public meeting will be conducted upon completion of Phase 3. The materials presented at the Mobility Advisory Committee, City Council and Planning & Zoning Commission Workshops will serve as the basis for developing the presentation for the public meeting; however, the information may not be as detailed and it will reflect input previously received from the Mobility Advisory Committee, City Council and Planning & Zoning Commission Workshops. The Consultant Team will be responsible for developing the presentation and materials used for the Public Meeting and will conduct the meeting with assistance from City staff.

The City and Consultant Team will develop a plan for publicizing the public meeting. The City will execute the publicity plan for the meeting. The public meeting may be publicized at Home Owner Association Quarterly Meetings, e-mail blasts sent to residents, the City newsletter and website. Additionally, the City will ensure that a notice of the public meeting will be published in appropriate news outlets.

The input received from the public involvement activities in Phase 3 will be reflected in the Draft Comprehensive Mobility Plan that will be submitted to the City for review.

**3.5 – Preparation of the Draft Mobility Plan**

After the third Public Meeting, the Draft Comprehensive Mobility Plan will be finalized, including a VG-SIM model and a recommended Financial and Implementation Plan. Three bound copies and a pdf file of the report will be submitted to the City for review.

**3.6 - Phase 3 Deliverables and Schedule**

The Phase 3 work products include:

- Draft Comprehensive Mobility Plan

The estimated time for completion of Phase 3 is 13 weeks, including a two-week review time by City staff.

**Preparation of the Final Comprehensive Mobility Plan**

Upon receipt of comments from the City on the Draft Comprehensive Mobility Plan, the report will be revised incorporating the City's comments and a Final Comprehensive Mobility Plan will be prepared. Ten bound copies of the Comprehensive Mobility Plan and a pdf file will be submitted to the City two weeks after comments are received on the Draft Comprehensive Mobility Plan from the City.

**Compensation and Proposed Detailed Schedule**

Based upon the Scope of Services for the Comprehensive Mobility Plan, compensation of \$200,000 is proposed on a lump sum basis. Traffic Engineers, Inc. will invoice the City monthly for work performed on the project by the Consultant Team. The City will remit payment to Traffic Engineers, Inc.; Traffic Engineers, Inc. will be responsible for payment to the subconsultants.

Attachment A provides a detailed project schedule.